

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JGAR FINANCIAL, LLC,

CIVIL DIVISION

Plaintiff,

No. G.D. 19-012219

v.

**RESPONSE TO MOTION TO COMPEL
DIRECTED TO JAMES DOLAN, JR.
AND SAMANTHA DOLAN**

JAMES J. DOLAN, PATRICIA D. DOLAN,
GREGORY DOLAN, BRIAN DOLAN,
ALLISON DOLAN, CHARLES DOLAN □
JAMES DOLAN, JR., SAMANTHA
DOLAN, MICHAEL DOLAN, PETER
DOLAN, VOYAGER HOLDINGS II, LLC,
KEEWAYDIN HOLDINGS, LLC, a
Delaware limited liability company,
KEEWAYDIN HOLDINGS, LLC, a Florida
limited liability company, 1776
HOLDINGS, LLC, THUNDERWOLF
DEVELOPMENT, LLC, VOYAGER
GROUP, L.P., VOYAGER LM AVIATION
LLC, MONTANA AVIATION, LLC,
AVIATION ACQUISITIONS LLC,
VOYAGER INVESTMENTS, L.P.,
ASCENT RESORT PARTNERS, LLC,
ASCENT DATA. LLC, RCP I, L.P.,
OBSIDIAN PARTNERS II, L.P., LONE
MOUNTAIN HOLDINGS, LLC, LONE
MOOSE MEADOWS, LLC, RESORT
CAPITAL PARTNERS, L.P., SPR, L.P.,
CORNER PROPERTY, LLC, SEQUOIA
MANAGEMENT SOLUTIONS, LLC and
WESTERN PACIFIC TIMBER, LLC,

Filed on behalf of: James J. Dolan, Jr.,
and Samantha Dolan

Counsel for this Party:

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Defendants,

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JGAR FINANCIAL, LLC,

CIVIL DIVISION

Plaintiff,

No. GD 19-012219

v.

JAMES J. DOLAN, et al.,

Defendants.

**RESPONSE TO MOTION TO COMPEL DIRECTED TO JAMES DOLAN, JR. AND
SAMANTHA DOLAN**

AND NOW, comes James Dolan, Jr., and Samantha Dolan, by and through their undersigned counsel, and submit the within RESPONSE TO MOTION TO COMPEL DIRECTED TO JAMES DOLAN, JR. AND SAMANTHA DOLAN, as follows:

1. The Plaintiff filed its initial Complaint in this matter on August 28, 2019.
2. On February 23, 2022, the Plaintiff filed its Second Amended Complaint in this matter, which Complaint included numerous additional Defendants, including James Dolan, Jr. and Samantha Dolan.
3. The Plaintiff presents this matter as though it is a simple Motion to Compel and that the James Dolan, Jr., and Samantha Dolan have simply refused to provide the requested discovery.
4. However, the fact of the matter is that the respondents herein have been and are prepared to provide their discovery responses and have prepared and advised the Plaintiff of this fact. The Defendants believe that based upon the facts present in this matter, that additional protections are required in order to address issues that have arisen.
 1. On October 15, 2020, Judge Ward entered a Protective Order in this case.
 2. Thereafter, after being added as Defendants in this matter, it was discovered

by the Defendants that a violation of the Order had occurred.

3. The violation occurred in a filing submitted to this Court on November 16, 2020, in which the Plaintiff filed of record various email communications between counsel which included an unredacted log in and password for documents electronically provided to the Plaintiff.

4. The filing of this information permitted any party to access a multitude of documents which contained personal financial information, and other sensitive and confidential information covered by the Court's October 15, 2020 Protective Order.

5. In approximately early August of 2022, the above violation of the Protective Order was discovered by the Defendants. On August 4, 2022, Plaintiff's Counsel was informed of this violation, as well as a conflict issue involving the Plaintiff's law firm. A true and correct copy of this letter is attached hereto as **Exhibit A**, and incorporated herein by reference.

6. Given these issues, the Defendants proposed an appropriate Order that put into place additional measures to protect the information to be produced in this case.

7. The Plaintiff initially agreed to most of the provisions, however, the Plaintiff has since taken the position that the previous Protective Order is adequate to protect the documentation at issue herein, even though the Order has already been violated by the Plaintiff.

8. In addition to the foregoing, there are serious concerns as to who will be provided access to the information produced by the Defendants.

9. It appears that a principal of the Plaintiff, Michael Sall, had been charged in the

Southern District of New York with the crimes of Racketeering Conspiracy, Money Launder-Fraud, Other, and Transport in Aid of Racketeering.

10. Ultimately, Mr. Sall plead guilty to the Transporting in aid of Racketeering violation.

11. As a principal of the Plaintiff, it is highly likely that Plaintiff will likely provide him with information concerning the financial affairs of the Defendants.

12. Obviously, given his prior criminal conduct, this is a great concern to the Defendants.

13. The nature of this fraudulent and criminal conduct of a principal and decision maker of the Plaintiff, as well as the fact the first protective order did not adequately protect the Defendants interest in maintaining the confidentiality of sensitive financial information, requires that the Defendants be afforded substantial protections to ensure that their data is not utilized for improper purposes or otherwise disseminated outside the participants of this case.

14. Furthermore, given the fact that the Plaintiff has joined numerous other Defendants to this matter, most of whom had no opportunity to comment or participate in the drafting of the initial Protective Order, that the Plaintiff has violated the initial Protective Order and, that the Plaintiff's counsel has a potential conflict of interest that needs to be addressed, it is appropriate for the Court to enter a new Order which strictly maintains the confidential nature of the information produced in discovery herein.

15. By their very nature, the claims at issue herein involve the Defendants' personal financial information, sensitive business information, and other data and material that should not be widely disseminated.

16. The damage that would be sustained by the Defendants if the information produced in this case is not strictly protected would be substantial and irreparable.

17. As such, it is proposed that the Order attached hereto be entered.

18. It is submitted that the Order is fair and will adequately protect the interests of all parties to this action.

19. Defendants James Dolan, Jr., and Samantha Dolan have informed the Plaintiff that upon entry of this Order they are prepared to forthwith provide the discovery responses, which responses and objections have been prepared and ready to be provided to Plaintiff when the issues raised herein are adequately addressed.

WHEREFORE, it is respectfully requested that the Court enter the attached Order.

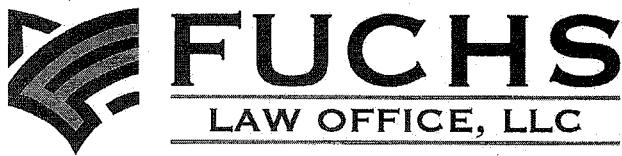
Respectfully Submitted:

/s/ David L. Fuchs

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(Via Email)

August 4, 2022

Jillian Snider
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Re: JGAR Financial v. Voyager Group

Jillian:

This letter is being sent to address several significant issues that have come to my attention recently and are required to be addressed by the parties. Ultimately, we believe these matters can be resolved through a Consent Order entered by the Court.

First, I have been informed that your firm, at about the same time it filed the Second Amended Complaint in this case, had solicited some of my clients for their business, as well as the business of entities in which they were involved. The solicitation by Mr. Ott began in February, prior to the Plaintiff's February 14th Motion for Leave to file Second Amended Complaint, and subsequent filing of the Amended Complaint on February 23rd, 2022.

On March 23, 2022, at the Frost Brown Todd Pittsburgh offices located in the Union Trust Building in Pittsburgh, attorney Jason Ott met with both Charles Dolan and Brian Dolan to discuss the potential of them, both individually as well as their business interests, becoming clients of your firm. As part of this, Mr. Ott also solicited the business of Sequoia Waste Management Solutions, LLC, which company had been added as a named Defendant in the case under the incorrect name "Sequoia Management Solutions". During this process, and particularly at the March 23, 2022, meeting, my clients discussed financially and legally sensitive materials, litigation and legal strategies, business plans and more with Mr. Ott. In engaging in these discussions, my clients relied upon and were protected by the attorney client privilege. Pursuant to the Pennsylvania Rules of Professional Conduct, these discussions with Mr. Ott were clearly subject to the privilege and Mr. Ott had, and continues to have, a duty to maintain confidentiality of this information. On April 11th, 2022, your firm filed to further amend the Second Amended Complaint to correct the name of "Sequoia Waste Management Solutions, LLC".

EXHIBIT

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At no point during these discussions were my clients aware of this complaint or the fact they were individually named defendants. The fact that Mr. Ott is employed by the firm that is representing the Plaintiff in this matter is concerning. My clients only became aware of this action when they were served with the Second Amended Complaint. Now that they are aware of Mr. Ott's employment by your firm, they are understandably distressed. While we are not alleging at this point that Mr. Ott was aware of the current litigation, or that there was an improper motive on his part in arranging the meetings, the timing of the meetings relative to actions taken by your firm in this case, and the specific matters discussed, do cause us concern that information revealed to Mr. Ott could now, either intentionally or inadvertently, be utilized in a manner inconsistent with attorney client relationship that exists between Mr. Ott, his firm, and my clients as prospective clients of your firm in accordance with The Rules of Professional Conduct.

To that end, it is our belief that this matter can be resolved through the implementation of appropriate safeguards and certifications by your firm that Mr. Ott was unaware of this action at the time of the meeting and that any information obtained in these meetings has not been revealed to any counsel or staff working on this matter or to your client and its representatives, agents, attorneys, consultants or experts. Furthermore, any person who has been provided with that information must be barred from participating in any capacity, whether as counsel of record or otherwise, and from providing any assistance to JGAR, its successors or assigns, in any capacity whatsoever. Finally, any information and notes retained by Mr. Ott or anyone else regarding any party to this action must be provided to the Defendants and destroyed by your firm to prevent inadvertent disclosure. To be clear, we are not alleging that this is anything but an inadvertent oversight by your firm, however, my clients insist that protective steps and procedures be adopted and implemented to ensure that the information obtained by your firm during the solicitation of my clients' business is not utilized against them in this litigation. These steps should be set forth in an appropriate Order to protect all parties involved.

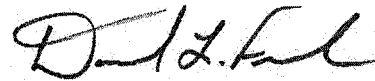
Second, my client has discovered that the Protective Order entered in this case had been violated. On November 15, 2020, you filed a Motion to Compel with the Court. Included in that Motion is a link and access credentials for documents produced by Mr. Earnest on behalf of the Defendants. This link was seemingly provided to you and supplemental documents uploaded. Many of those documents included information concerning the Defendants added to the case this year, and other sensitive information that was covered by the Protective Order and should never have been made public. Again, we believe this was an oversight and we are unaware of any damage this violation has caused at this time. To be certain that no such disclosures that allow for such access occurs in the future, we believe it is appropriate that you cause this document to be sealed from public view. We would like this to be completed within the next 5 days.

These two issues, as well as the inclusion of numerous new Defendants in this case, raise issues about the appropriateness of the current Protective Order. We believe that additional safeguards need to be implemented to ensure that the documents that will likely be exchanged in this case, which will probably consist of substantial confidential documents that include sensitive financial and legal information, as well as other

information that can be reasonably considered confidential, necessitates additional procedures and safeguards to prevent the inadvertent disclosure of documents by any party or counsel in this action.

To that end, my clients suggest that the entry of the Order included with this letter will address the concerns that have arisen in this matter. Please review the attached Order and advise if it can be presented to the Court as a consensual Order of Court. To the extent that this matter cannot be resolved by consent, my clients have instructed me to proceed with an appropriate Motion. Please contact me to discuss this matter further.

Very Truly Yours



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JGAR FINANCIAL, LLC,

CIVIL DIVISION

Plaintiff,

NO. GD-19-012219

vs.

JAMES J. DOLAN, PATRICIA D. DOLAN,
GREGORY DOLAN, BRIAN DOLAN,
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JAMES DOLAN, JR., SAMANTHA
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DOLAN, VOYAGER HOLDINGS II, LLC,
KEEWAYDIN HOLDINGS, LLC, a
Delaware limited liability company,
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HOLDINGS, LLC, THUNDERWOLF
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LLC, MONTANA AVIATION, LLC,
AVIATION ACQUISITIONS, LLC,
VOYAGER INVESTMENTS, L.P.,
ASCENT RESORT PARTNERS, LLC,
ASCENT DATA, LLC, RCP I, LP,
OBSIDIAN PARTNERS II, LP, LONE
MOUNTAIN HOLDINGS, LLC, LONE
MOOSE MEADOWS, LLC, RESORT
CAPITAL PARTNERS, L.P., SPR, LP,
CORNER PROPERTY, LLC, SEQUOIA
WASTE MANAGEMENT SOLUTIONS,
LLC, and WESTERN PACIFIC TIMBER,
LLC,

Defendants.

ORDER OF COURT

AND NOW, upon the Motion for Protective Order and Other Relief submitted by
the Parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. On August 4, 2020, Plaintiff and the Initial Defendants¹ entered into a Joint Stipulation and Order Providing for Confidential Treatment of Documents, Testimony, and Information which was granted by Judge Christine Ward on October 16, 2020 (“Prior Protective Order”).

2. On February 22, 2022, Plaintiff filed a Second Amended Complaint which, inter alia, added the Additional Defendants² to the Complaint.

3. The parties acknowledge and agree that some or all of the information and documentation to be produced, both formally and informally, in the above-captioned case will likely involve the production of information, documentation and things containing business, competitive, proprietary, trade secret, personnel or other information of a sensitive, private and/or confidential nature about the party (or of another person which information the party is under a duty to maintain in confidence), hereafter referred to as “Confidential Information,” and witness testimony pertaining to Confidential Information. This Protective Order (“Protective Order”) shall govern the production of documents that contain Confidential Information and shall govern any testimony that may pertain to Confidential Information from the date of the entry of this Order. For good cause shown, the Court hereby ORDERS as follows:

¹ The following Defendants shall be collectively referred to as the “Initial Defendants”: (1) Voyager Holdings II, LLC; (2) Keewaydin Holdings, LLC, a Florida limited liability company; (3) 1776 Holdings, LLC; (4) Thunderwolf Development, LLC; (5) Voyager Group, L.P.; (6) Voyager LM Aviation LLC; (7) Montana Aviation, LLC; (8) Aviation Acquisitions, LLC; (9) Voyager Investments, L.P.; (10) James J. Dolan; and (11) Patricia D. Dolan

² The following Defendants shall be collectively referred to as the “Additional Defendants”: (1) Gregory Dolan; (2) Brian Dolan; (3) Allison Dolan; (4) Charles Dolan; (5) James Dolan, Jr.; (6) Samantha Dolan; (7) Michael Dolan; and (8) Peter Dolan; (9) Keewaydin Holdings, LLC, a Delaware limited liability company; (10) Ascent Resort Partners, LLC; (11) Ascent Data, LLC; (12) RCP I, LP; (13) Obsidian Partners II, LP; (14) Lone Mountain Holdings, LLC; (15) Lone Moose Meadows, LLC; (16) Resort Capital Partners, L.P.; (17) SPR, LP; (18) Corner Property, LLC; (19) Sequoia Waste Management Solutions, LLC; and (20) Western Pacific Timber, LLC. The Initial Defendants and the Additional Defendants shall be collectively referred to as the “Defendants”.

DESIGNATION OF CONFIDENTIAL INFORMATION

4. *Designation of Material.* Documents and other things claimed to be or to contain Confidential Information shall, prior to production either formally or informally, be marked or identified collectively by the producing party as “Confidential.” Placement of the “Confidential” designation shall designate the document as Confidential Information. All copies, extracts, summaries, notes, and other derivatives of any Confidential Information compiled by anyone shall also be deemed to be Confidential Information and shall be subject to the provisions of this Order.

5. *Subsequent Designation.* Documents and/or materials produced either formally or informally during the course of the litigation that are not identified as Confidential Information when they were initially produced, *may within a reasonable time thereafter*, be designated as Confidential by the producing party, or by the party or parties receiving the production by providing written notice to counsel for all other parties and to any person who may be involved. Each party or person who receives such written notice shall make their best efforts to either retrieve any Confidential Information that may have been disseminated to any other person in order to affix a “Confidential” designation to each such document and/or immediately communicate with any person to whom each such document was disseminated to advise that each such document shall thereafter be handled in accordance with the terms of this Protective Order. No distribution prior to the receipt of such written notice shall be deemed a violation of this Order.

6. *Designation of Depositions.* Depositions or portions thereof upon oral or written questions may be classified as dealing with Confidential Information and/or as dealing with documents marked as Confidential either by an examining party’s attorney

or by an attorney defending or attending the deposition. A party claiming that a deposition, or any portion thereof, is Confidential Information shall give notice of such claim to the other counsel, parties and persons either prior to or during the deposition, or within thirty (30) days after receipt of the deposition transcript, and the testimony taken and the transcript of such deposition or portion thereof shall be designated as Confidential and treated accordingly.

7. *Modification of Designation.* The designation of Confidential Information by the producing party shall not be determinative and may be modified or eliminated at any time pursuant to paragraph 9.

8. *Showing of Good Cause.* Any party receiving information or documentation may at any time at least thirty (30) days prior to trial, request in writing a Good Cause showing from the producing party as to why that information and/or documentation designated as Confidential is in need of protection. The producing party will provide such a Good Cause showing as to why each such document is in need of protection within a reasonable time frame. If a receiving party disagrees with the Good cause showing, that party may move the Court for an Order declaring that particular information and/or documentation is not in need of protection and is not subject to the terms of this protective Order. All information and documentation shall be maintained as Confidential and treated in accordance with the terms of this Protective Order until such time as the producing party shall concede in writing that particular information and/or documentation is not in need of protection of an Order of the Court shall so hold.

ACCESS TO CONFIDENTIAL INFORMATION

9. *General Access.* Except as otherwise expressly provided herein or ordered

by the Court, Confidential Information may be revealed only as follows:

- a) To counsel for any party hereto formally designated as counsel of record;
- b) To the secretaries, paralegals and other staff employed in the law offices of counsel formally designated as counsel of record and the court and clerk of court;
- c) To the parties, or, in the instance of a Party who is a corporation or other legal entity, to the employees and agents of that party who is reasonably required to be provided the information in the course of this litigation, so long as such employee and agent acknowledges and agrees to the provisions of this Order;
- d) To any retained expert and/or independent consultant (meaning any person who is not an employee, officer, director or owner in any capacity of a party) who is retained by a party or a party's counsel for the purpose of assisting in this litigation in any way whether or not they may ultimately offer testimony at trial; and
- e) To lay witnesses during depositions, hearings and trial at which time Confidential Information discussed will be identified and its confidentiality will be maintained and all lay witnesses will be informed that the protective order prohibits dissemination of that information.

Counsel shall take all necessary steps to ensure that their clients, clients' employees, secretaries, paralegals, other staff, consultants and experts shall be aware that all information/documents deemed Confidential shall be handled at all times in accordance with the terms of this Protective Order.

Access to Confidential Information shall otherwise be provided to the following as set described:

- aa) To court reporters transcribing a deposition, hearing, or other proceeding in this matter (excluding court-appointed court reporters); by advising that information and documentation deemed Confidential is subject to the terms of this Protective Order and are to be dealt with in accordance with paragraphs five (5) and twelve (12); and

- bb) To any trial, appellate, or magistrate judge of any court presiding over this litigation and any secretary, reporter or other personnel employed by such court or any persons presiding or present at settlement negotiations, subject to the provisions of paragraph eleven (13).

10. *No Copies.* Except for internal use by designated counsel of record for the parties hereto, for deposition purposes, and for such use as is expressly permitted under the terms hereof, no person granted access to Confidential Information shall make copies or reproductions of the same or any portion of such Confidential Information.

11. *No Electronic or digitized versions.* Neither party may keep electronic files or copies of such Confidential Information which consists of financial information of any of the parties or documents marked or designated CONFIDENTIAL – ATTORNEYS' EYES ONLY (i.e., tax returns, financial statements). If Confidential Information is used in a deposition, the exhibit will be notated, and each party will receive a hard copy, but the deposition file will reference the document, but an electronic version will not be permitted to be attached to the electronic file of the deposition.

12. *Disputes Over Access.* If a dispute arises as to whether a particular person should be granted access to Confidential Information, the party seeking disclosure may move the Court to permit the disclosure and must obtain an order of the Court before disclosing the information.

USE OF CONFIDENTIAL INFORMATION

13. *Use In This Litigation Only.* Confidential Information may be used only for purposes specific to this litigation. Each person to whom the disclosure of any Confidential Information is made shall not, directly or indirectly, use, disclose, disseminate, or attempt to use, disclose or disseminate any Confidential Information

except as expressly provided for herein.

15. *Use At Depositions.* If Confidential Information is to be discussed or disclosed during a deposition, the producing party shall have the right to exclude from attendance at the deposition, during the time the Confidential Information is to be discussed, any person not entitled under this Order to receive the Confidential Information.

16. *Use At Court Hearings And Trial.* Subject to the Pennsylvania Rules of Evidence, Confidential Information may be offered into evidence at trial or at any hearing or oral argument, provided that the proponent of the evidence containing Confidential Information gives reasonable advance notice of the intent to so use Confidential Information to the Court and counsel for the producing or designating party. Any party may move the Court for an Order that the evidence be received *in camera* or under other conditions in order to prevent unnecessary disclosure. If presented at trial, the status of evidence as Confidential Information shall not be disclosed to the finder of fact.

17. *Filing Under Seal.* Each document filed with the Court that contains any Confidential Information shall be filed in a sealed envelope or other appropriately sealed container on which shall be set forth the title and number of this action, a general description or title of the contents of the envelope, a statement that the contents are Confidential and subject to a Protective Order and a statement that the envelope is not to be opened nor the contents thereof revealed except to counsel of record in the litigation, Court personnel or pursuant to order of the Court. A copy of this Protective Order shall also be attached to the sealed envelope or other appropriately sealed container. Copies

of such documents served on counsel for other parties shall be marked as Confidential. These protections are intended to preclude access to and/or copying of any Confidential Information through a review and copying of the Court file by non-authorized persons.

18. *Reasonable Precautions.* Counsel for each party shall take all reasonable and necessary precautions to prevent unauthorized or inadvertent disclosure of any Confidential Information.

19. *Return After Litigation.* Within sixty (60) days of the final termination or sooner of this litigation by judgment, appeal, settlement or otherwise, all originals and copies of documents containing Confidential Information in this action must be returned to the producing party except for pleadings and briefing in which Confidential Information has been designated as an attachment or exhibit. Counsel for the receiving party shall certify in writing that all such documents have been returned or deleted, overwritten, and irrevocably destroyed.

20. *Return After Withdrawal.* Within thirty (30) days of counsel or a firm's withdrawal from representing a party in the action or sooner, counsel withdrawing shall return all originals and copies of documents containing Confidential Information in this action to the producing party except for pleadings and briefing in which Confidential Information has been designated as an attachment or exhibit. Withdrawing counsel shall certify in writing that all such documents have been returned or deleted, overwritten, and irrevocably destroyed.

OTHER PROVISIONS

21. *Access Log.* Counsel for the party that received Confidential Information shall maintain a log of each person identified in paragraph 10(b) and 10(d) who was provided access to the Confidential Information. The log will record the identity of each person provided access to the Confidential Information, , and in the case of a non-electronic document, the time and date of when the Confidential Information was accessed and the time and date of when the Confidential Information was returned. The log will also confirm that the manner in method in which the person permitted to access the log was made aware of the obligations contained within this Order and the method by which their ascent to such terms was obtained. This log will be provided to counsel of the party providing the Confidential Information in accordance with the "Return After Litigation" time frames outlined above.

21. *Not An Admission.* Nothing in this Protective Order shall constitute an admission by the party that information designated as Confidential is actually Confidential Information. Furthermore, nothing contained herein shall preclude any party or a person from raising any available objection or from seeking any available protection with respect to any Confidential Information, including but not limited to the grounds of admissibility of evidence, materiality, trial preparation materials and privilege. See also paragraph ten (10).

22. *Miscellaneous.* This Protective Order shall apply to the production of all materials designated Confidential whether or not such information and documentation is informally produced, produced in response to formal written discovery requests or produced pursuant to a Court Order in this litigation. This Protective Order may also be used to protect the confidentiality of the residential addresses, personal contact information, tax ID numbers and social security numbers of the parties and of any and

all current or former employees of either the parties or their affiliates.

23. *Violations.* As documents marked Confidential Information subject to this agreement are mutually agreed to be confidential in nature, disclosure to a third party not covered by this agreement will cause grave and irreparable damage to the Disclosing Party of the document. The parties therefore agree that sanctions, including but not limited to a monetary sanction may be sought by the party providing the Confidential Information. If a party reasonable believes that a violation of this Protective Order has occurred, the party may after providing notice to all other parties, immediately apply to the Court for appropriate relief. To the extent that the Court determines a violation of this Order occurred, the Court may impose monetary sanction(s) or any other form of relief that it deems appropriate under the circumstances.

24. *Prior Protective Order.* All other terms and conditions of the Prior Protective Order entered by the Court shall remain in full force and effect unless modified herein.

25. *Previously Produced Documents.* All documents and information produced prior to the entry of this Order shall be handled and treated by the parties in accordance with this Order from the date of the entry of this Order until such time as this litigation, including any appeals, concludes or a party or counsel withdraws from the action.

26. *Replacement of Previously Produced Documents.* All documents and information produced prior to the addition of new counsel will be produced (at the request of the new counsel) by the originally producing parties. This will be done at no cost to the Producing Parties. The Requesting Party will promptly pay all reasonable production costs including but not limited to copying, labor and delivery charges.

27. *Conflicts of Interest.* Certain Defendants had discussions with a member of Plaintiff's law firm to explore the possibility of forming a client-attorney relationship unrelated to the issues in this lawsuit. As such, these Defendants were Prospective Clients of Frost Brown Todd, LLC. In order to preserve the confidentiality of those discussion, the Court orders that Plaintiff's counsel implement the following procedures:

a. Frost Brown Todd, LLC, shall ensure that Attorney Jason Ott and any attorneys or support staff that met with any of the Defendants in this action as referenced in Paragraph 27 above are precluded from any involvement in this action and are expressly prohibited from providing any assistance of any nature whatsoever, to Plaintiff or any of their counsel in the prosecution of their claims herein;

b. Frost Brown Todd, LLC shall provide a copy of all information prepared received, maintained or otherwise related to the Defendant's by Attorney Jason Ott, or any employee, agent or representative of the Plaintiffs law firm, to David L. Fuchs, Esq., and certify that all emails, notes, memorandum, information, whether said were formed, circulated or distributed internally or externally by Frost Brown Todd, LLC, has not been provided to Plaintiff, counsel representing Plaintiff or any other party, and that such information has been destroyed or deleted.

c. Frost Brown Todd, LLC shall prepare an Ethical Screening Memorandum for distribution to and acknowledgement by Plaintiff's counsel, Jason Ott, and Frost Brown Todd, LLC, to ensure no information or knowledge, as referenced in this Paragraph 27 is shared and that no disclosures of this information or other breaches of the attorney client privilege shall occur consistent with the Pennsylvania Rules of Professional Conduct. David L. Fuchs, Esq., shall receive a copy of this Memorandum, and may provide a copy of the same to the Defendants

affected by this conflict issue, and may object to the terms and conditions therein if the Defendants believe said terms are inadequate to address the issues raised in this Order of Court.

d. Neither Plaintiff nor Frost Brown Todd, LLC shall not utilize any information obtained from Defendants in the course of Defendants being prospective clients of Frost Brown Todd, LLC in any manner whatsoever. To the extent it is determined that such information is utilized in the course of this litigation or otherwise at any time in any manner, Plaintiff and their counsel may be subject to additional sanctions as determined by this Court.

DATED this ____ day of _____, 2022.

The Honorable Alan Hertzberg

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

JGAR FINANCIAL, LLC,

CIVIL DIVISION
No. GD 19-012219

Plaintiff,

v.

JAMES J. DOLAN, et al.,

Defendants.

CERTIFICATE OF SERVICE

David L. Fuchs and Teresa K. Fuchs hereby certify that on the 7th day of September, 2022, a true and correct copy of the foregoing **RESPONSE TO MOTION TO COMPEL DIRECTED TO JAMES DOLAN, JR. AND SAMANTHA DOLAN** was served upon the following via Email:

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